



ANNOUNCEMENT LS-115

JUNE 2004

**PROCESSING OF BISON PRODUCTS FOR
DISTRIBUTION TO FEDERAL FOOD AND NUTRITION PROGRAMS
REQUEST FOR PROPOSAL**

I. GENERAL

- A. The United States Department of Agriculture (USDA) is issuing this Request for Proposal (RFP) for slaughterers and/or processors (offeror) to provide a service to USDA for the distribution of bison products to Federal food and nutrition programs. This service includes, but is not limited to, the slaughter of bison purchased by USDA and the processing of bison carcasses into specified end items. The bison meat products will originate from bison purchased under contract with USDA from Native Americans and/or Native American-owned cooperatives.

USDA will award a service contract to an offeror(s) that demonstrates that it can meet the requirements set forth in this Announcement and Exhibit A--Statement of Work (SOW). USDA prefers to award a contract to one offeror. Additional awards will only be made if it is in the best interest of the USDA and a single offeror is not able to fulfill all the production and processing requirements for this program in the required timeframes.

The service contract will provide for the slaughter of USDA contracted bison, as defined in Section II.E. (Part 2 (5)(a)(b)) and the production and delivery of 2-pound chubs of ground buffalo to participants in the Food Distribution Program on Indian Reservations.

Further information and description of the product is in the attached Checklist and References to Applicable Bid and Contract Provisions (Exhibit B).

Interested offerors must submit a Technical and Cost Proposal as described in II. E. Proposals solicited under this Announcement are for all services, costs and activities related to the: (1) slaughter of USDA contracted bison; (2) transportation of USDA contracted bison carcasses, cuts or boneless meat between facilities; (3) processing, packaging, and freezing of products for final delivery; and (4) delivery to destinations provided in Section II. E. and the SOW.

Additional bid and contract provisions are included in the Annual Certifications, Representations, and Warranties (Appendix-1), the General Terms and Conditions for the Procurement of Agricultural Commodities or Services, Revision 2, dated November 1984, and Amendments 1, 2, 3, and 4 dated October 1990, November 1990, August 1989, and March 1990, respectively, hereinafter referred to as USDA-1, and the Federal Acquisition Regulations (FAR), 48 CFR Part 1 et seq.

- B. Offerors are cautioned to carefully read this Announcement, Appendix-1, USDA-1, specifications, invitations, and applicable Audit, Review, and Compliance (ARC) and Meat Grading and Certification (MGC) Branch instructions. Failure to do so will be at the Offeror's risk. These documents are incorporated into the contract (see Section V. of this Announcement). Offerors are cautioned that statements made by persons other than the Contracting Officer, written or implied, are not binding on the Government unless confirmed in writing by the Contracting Officer.

C. Destination Basis--Evidence of Shipment

USDA will supply contractor delivery information for shipment of products to final destination at least 7 days prior to the start of each shipping period on the contract. Certain destinations require delivery by TRUCK ONLY or RAIL ONLY and will be so identified in the Notice to Deliver. **All product shipped by truck, rail, or piggyback must be palletized and stretchwrapped in accordance with instructions contained in the IMPS General Requirements and the contractor's approved technical proposal, unless subsequent Notice to Deliver specifies "NO PALLETS."** **Contractors may arrange for pallet exchange with consignee; however, USDA is in no way responsible for such arrangements.** Offers submitted on a basis other than provided for under this Announcement will be rejected as nonresponsive.

When notified of shipments, consignees may request upgrading of delivery services; for example, delivery within the consignee's premises or to a specific room within a building. Such delivery terms are beyond USDA contractual requirements. Any negotiations to upgrade services are between contractor and consignee and any additional charges for special delivery terms are between the consignee and the contractor. Any charges invoiced to USDA for additional delivery services will be denied.

The service contract for processing and delivery of the bison products under this Announcement will be awarded with inspection and acceptance at origin by USDA. If transportation is provided by common carrier, the contractor must, in support of the contractor's invoice, furnish a copy of the signed commercial bill of lading indicating the carrier's receipt of the product covered by the invoice for transportation to the destination specified in the contract. If transportation is provided by other than common carrier, the contractor must attach to the contractor's invoice a receipted copy of the appropriate delivery document evidencing date of delivery and quantity received at the destination specified in the contract.

D. Responsibility of Offeror

1. Annual Certifications, Representations, and Warranties

An offeror intending to submit a response to this RFP must complete the Annual Certifications, Representations, and Warranties in Appendix-1 and return it to the Contracting Officer as set forth in Section II. A. of this Announcement prior to the

submission of its initial offer. An officer of the company must sign the Appendix-1. If there are any changes or revisions to Appendix-1, Offeror must submit an updated Appendix-1 to the Contracting Officer or attach corrections or revisions at the time of the offering.

2. Standard Form 129--Solicitation Mailing List Application

Offeror intending to submit a response to this RFP must also complete a Solicitation Mailing List Application (SF-129) and return it to the Contracting Officer as set forth in Section II. A. of this Announcement *10 days* prior to the submission of its initial offer. *A pre-award survey may be required to determine Offeror's technical responsibility.*

All items (except Item 18) of the SF-129 must be completed (see Exhibit C). Offeror must also include the following information for Items 4, 8, 10, 16B, 19, and 20:

- Items 4 and 8: Establishment number for facility operating under the Federal Voluntary Exotic Animal Inspection Program of the Food and Safety Inspection Service (FSIS) and employer's identification number.
- Item 8: Identify all affiliates of offeror (applicant as shown in 4) by providing full name, main office address, and Tax Payers Identification Number (TIN) of the affiliates. An "affiliate" is defined on the back of the SF-129.
- Item 10: The specific products purchased by USDA which the offeror is interested in supplying, weekly volume of production, capacity, and percent of capacity available for USDA contracts. Attach separate list if additional space is needed.
- Item 14: Company's TIN
- Item 16B: Identify the freezer or warehouse to be used and its storage capacity.

Items 19 and 20: **Must be an officer of the company.**

Offeror must certify with each bid to the accuracy of the current SF-129 and Appendix-1 on file with the Contracting Officer.

3. Offeror must meet or contract with a manufacturer as defined below:

Manufacturer, means a person that owns, operates, or maintains a factory or establishment that produces on the premises the supplies required under the contract and of the general character described by the specification.

4. Department of Labor's Wage Determination

A processor submitting an offer under this Announcement must comply with Department of Labor's wage determination(s) attached to this Announcement as Exhibit D or with any wages and fringe benefits paid to the service employee that are provided for in a collective bargaining agreement effective during any period in which the contract is being performed. (Article 94 of USDA-1, Page E-10). Wages and fringe benefits can be found at: <http://www.wdol.gov/sca.aspx#0>

5. Responsibility of Offeror

A firm submitting an offer under this Announcement must meet the Federal standards for responsibility contained in Title 48 C.F.R. Subpart 9.1, USDA-1, this Announcement, and Invitations. A determination of the responsibility contained in Title 48 C.F.R. Subpart 9.4 must be made prior to a firm submitting a technical proposal. Facilities to be used in fulfilling USDA contracts must be operating under the Voluntary Exotic Animal Inspection Program of FSIS contained in Title 9 C.F.R. Subpart 352.

Offerors must ensure that all service and product offered for USDA purchase are in compliance with applicable contract and specification requirements. Offerors shall authorize the Contracting Officer's Technical Representative (COTR) unrestricted access to all records that pertain to USDA contracts.

Contractor must be registered under the Central Contractor Registry (CCR) System as prescribed in Title 48 C.F.R. Subpart 4.1104 and will so certify in Appendix-1 on file with the Contracting Officer.

6. Food Security Requirements

Contractor must have a written food security plan that provides for the security of a plant's production processes. The plan shall address the following areas: 1) food security plan management, 2) outside and inside security of the facility, 3) slaughter and processing, 4) shipping and receiving, 5) storage, 6) water and ice supply, 7) mail handling, and 8) personnel security. The plan will be subject to periodic review by the AMS, ARC Branch. See FSIS Security Guidelines for Food Processors at the following web address: <http://www.fsis.usda.gov/OA/topics/SecurityGuide.pdf>

7. Assessment by the ARC Branch

Prior to a contract award and after the technical proposal(s) are evaluated, an ARC Branch audit team or auditor will perform an onsite assessment of the facilities, processes, and quality control program used to produce the product(s) to determine the Supplier's ability to meet contractual requirements.

a. Pre-Award Onsite Capability Assessment:

The pre-award onsite assessment (audit) will include, but is not limited to, a thorough evaluation of the potential contractors' and subcontractors' facilities, equipment, procedures, quality control program, processes, and the appropriate documents and forms used during the production of the ground buffalo. Documentation must support the production of the product that complies with the Technical Data Supplement (TDS) for the Production of Ground Buffalo, A635, TDS-BUF, dated May 2003 and Amendment 2 dated June 2004, and the potential contractor's approved technical proposal. In addition, the audit will consist of the review of records related to purchasing, receiving, production, quality control, inventory and shipping records, and interviews with management and production personnel.

Upon completion of the onsite capability assessment, the ARC Branch auditor will provide a report to the Contracting Officer for final review.

b. Post-Award Assessment

Approved suppliers who receive contracts must have their technical proposals and supporting documentation readily available for review by AMS agents. Records may be maintained on hard copy or electronic media. However, records maintained as electronic media will be made available in printed form immediately upon request by AMS or its agents.

ARC Branch personnel will conduct an onsite audit of the contractor's and subcontractor's facilities and processes when production commences for the initial contract awarded. Additional audits will be conducted as determined by the Contracting Officer, but not less than once per month for contractors with continuous contracts, or once per contract for intermittent contractors. More frequent audits will be conducted when audit deficiencies are detected.

c. Post Award Actions

Any deviation from contractual requirements will be immediately reported by the contractor to the Contracting Officer. The Contracting Officer will notify the contractor regarding eligibility to continue to participate as a contractor.

8. Responsibility of Subcontractors/Suppliers

Contractor shall include and the subcontractor must meet the responsibility terms described in paragraph D. 5. of this Section and Exhibit A, Section IV in every subcontract for supplies and/or services used by the contractor in fulfilling USDA

contracts, either directly or indirectly, and obtain certification of responsibility as described in Appendix-1 to this Announcement from any subcontractors and suppliers.

Contractors shall include, and subcontractors must comply with, the domestic products clause in paragraph I.F. for all subcontracts for meat or meat products used in fulfilling any contracts under this Announcement. Native American bison producers must complete and provide to the contractor the Producer Certification Form (Exhibit A, Attachment I) at the time of delivery of the live bison to the slaughter facility.

Contractors, subcontractors, or suppliers of the meat or meat products are (1) ineligible if they do not have a domestic product and slaughter programs approved by the ARC Branch, or if they are currently delivering late on USDA contracts or USDA-approved subcontracts and the late delivery is not due to causes beyond their control; and (2) nonresponsible if they are not operating under the provisions of the FSIS Voluntary Exotic Animal Inspection Program or have been suspended or debarred under the provisions of 48 C.F.R. Subpart 9.4.

9. Past Performance

Offeror must provide past performance information, which demonstrates offeror's ability to produce and deliver a quality product in accordance with contract delivery terms. The information provided should include: (1) identification and description of the product, quantity (pounds), and price per pound for product that has been sold for the year beginning January 1, 2003, (2) recent and relevant contracts for the same or similar bison products, and (3) other references including Contract Numbers, Purchase Orders, Contact Person with telephone numbers, and other relevant information.

The offeror must certify to timely performance on current contracts and subcontracts in Part 2, **Item 6** of the Cost Proposal. A determination that any past or current late performance was beyond the control or negligence of the contractor or the contractor's subcontractor **must be made by the Contracting Officer prior to opening of offers**. An offeror will be deemed nonresponsible if the offeror **or any of its affiliates or subcontractors** are delivering late on other contracts or subcontracts with USDA and the late delivery is not due to causes beyond their control. This provision, as it pertains to small business, is a deviation from 48 C.F.R. Subpart 19.6.

A false certification may result in rejection of the offer, suspensions and debarment by USDA, termination of the contract, liability for damages under the provisions of USDA-1, or criminal prosecution.

Offerors are cautioned **NOT to offer** product quantities exceeding a level that the Offeror can reasonably expect to deliver in accordance with the contract schedule. On-time delivery is imperative because this product is used in Federal food and

nutrition programs. Late deliveries cause serious and substantial damages to USDA and to recipient agencies, some of which cannot be recovered by the assessment of liquidated damages.

Contractors delivering late on contract(s) must immediately notify the Contracting Officer of late shipments. If the contractor intends to request an extension due to causes beyond the control or negligence of the contractor, such notice must be made to the Contracting Officer 3 business days prior to bid opening in which the contractor wants to bid. Notification and request for extension must include (1) documentary evidence of causes beyond contractor's control for each day requested, (2) a production report of completed and/or expected production, including pounds and dates, and (3) actual or expected shipment dates by Notice to Deliver (ND) numbers (see Article 68 of USDA-1).

E. Buy American Certification

Bison and bison meat must be of domestic origin as defined in Section I.F. below. This provision is a deviation from 48 C.F.R. part 25 and for the purposes of this Announcement supersedes Article 49 of USDA-1. Other minor ingredients, e.g., seasonings, must comply with Article 49 of USDA-1.

F. Domestic Products

Bison or bison meat used in fulfilling contracts awarded under Announcement LS-115 must be produced in the United States (U.S.). U.S.-produced bison means manufactured from bison raised in the United States, its territories, possessions, Puerto Rico, or the Trust Territories of the Pacific Islands (hereinafter referred to as the United States). U.S.-produced does not include imported bison meat or bison imported for direct slaughter. If any fresh or frozen bison products originating from sources other than the U.S. are processed or handled, the contractor will develop and maintain an identification and record system for these products to ensure that they are segregated and not used to fulfill contracts awarded under this Announcement. Any such segregation plan must be approved by the ARC Branch. The contractor will maintain records including, but not limited to, invoices, production and inventory records evidencing product origin, and will make such records available for review by the Government in accordance with Article 76 of USDA-1. Contractor agrees to include this domestic origin certification clause in its entirety in all subcontracts for fresh and frozen bison products used in fulfilling any contracts awarded under this Announcement.

Prior to performance on USDA contracts or subcontracts, contractors and meat subcontractors must obtain approval of its domestic program and slaughter material requirements from the ARC Branch (see ARC Branch Instruction 1010 – USDA Supplier Eligibility Program) for requesting reviews of these requirements.

G. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

1. If the Government receives information that a contractor or a person acting for the contractor has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (P.L. 104-106), the Government may:
 - a. Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - b. Rescind the contract with respect to which:
 - (1) The contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either (a) exchanging the information covered by such subsections for anything of value; or (b) obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - (2) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
2. If the Government rescinds the contract under paragraph 1 of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
3. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

H. Service of Protest

1. Protests, as defined in 48 C.F.R. part 33.101, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be deemed served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer designated in Section II.A.
2. A copy of any protest must be received by the Contracting Officer at the FAX or mailing address listed in Section II.A., within 1 business day of filing a protest with the GAO.

II. SUBMISSION OF OFFERS

A. Where and How To Submit Offers

Cost and Technical Proposal offers must be submitted by facsimile (FAX), express service, or hand delivery.

Facilities for receiving offers by FAX are as follows:

FAX: 202-720-0949 (24 Hours)

Verification: **USDA-AMS-Livestock and Seed Program, Commodity Procurement Branch**

202-720-2650 (7:30 A.M. - 4:00 P.M., Washington, D.C. time, Monday - Friday)

Offers submitted via express mail service, commercial package delivery service, or hand delivery, should be delivered to:

Contracting Officer
Livestock and Seed Program
Agricultural Marketing Service
U.S. Department of Agriculture
Room 2610-South Building
1400 Independence Avenue, SW
Washington, D.C. 20250
202-720-2650 (Verification of receipt from delivery service)

If cost and technical proposal are sent by hand delivery, place the notation, "**DO NOT OPEN UNTIL PRESCRIBED TIME PER ANNOUNCEMENT LS-115**" on the lower left-hand corner of the envelope.

B. Where and When to Submit Offers

An offeror's technical and cost proposal must be submitted to the Contracting Officer by 1:30 p.m. **Central Time (CT)** on June 25, 2004. AMS may award only one contract for the services and items requested under this solicitation based on the best offer submitted without further discussion. Therefore, the offer should contain offeror's best terms from both a price and technical standpoint. However, the Government reserves the right to conduct discussion later if determined by the Contracting Officer to be necessary. If discussion is required, negotiations will begin by 1:30 p.m. **CT** on July 2, 2004 with the best three offers, and best and final offer must be submitted by 1:30 p.m. **CT** on July 7, 2004. Acceptances or rejection of the best and final offer will be made not later than 4:00 p.m. **CT** on July 9, 2004.

Offer prices stated in the cost proposal shall be quoted on an f.o.b. destination basis and in the format prescribed in Section II.E.

Any modifications of an offer, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a) (1)

and (2) of USDA-1, Article 7, except, a late offer, modification, or withdrawal will be considered if it is the only offer received.

A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the government after receipt at the government installation. Whether an offer, modification, or withdrawal is received within the time limitation will be determined by the time stamp of the USDA-AMS-Livestock and Seed Program, Commodity Procurement Branch fax machine or in the case of express mail service or hand delivery, the time of receipt by the Contracting Officer or their representative.

Offers may be withdrawn by written notice or *FAX* received at any time before award. Offers may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and representative signs a receipt for the offer before award.

C. Shipping Periods

Product purchased under this Request for Proposal must be shipped in accordance with the shipping periods identified in the attached Exhibit A, Section V, Statement of Work and Notice to Deliver, issued separately.

D. End Product Delivery Unit

The delivery unit size is a minimum 40,000 pounds of ground buffalo to be delivered under the contract. USDA will issue a notice to deliver for shipment of the products to final destinations.

E. What to Submit

The proposal must be prepared in two parts: Part 1-- Offeror's Technical Proposal, and Part 2--Cost Proposal which are submitted in the formats described below. Each part shall be separate and complete within itself. An offer must submit both parts to be eligible for award.

Part 1. **Technical Proposal** must include the following:

1. Identify submission as a technical proposal.
STATE: Technical Proposal for Announcement LS-115
2. Name and complete address and zip code of offeror
(include both street and mailing address if different), and return number of FAX

NOTE: If more than one return number is listed, the first one will be used for any acceptance wires.

3. The offeror must provide a detailed description of how they will comply and implement the requirements set forth in the Statement of Work and specification requirements. At a minimum, the proposal should include:
 - a. A description of the processing steps that they plan to implement to assure that all bison purchased by USDA meets all the requirements set forth in the Statement of Work dated June 2004 and the Technical Data Supplement (TDS) for Frozen Lean Ground Buffalo dated May 2003 and Amendment 2, dated June 2004.
 - b. Describe all the quality assurance methods used to verify conformance to all requirements. This will include the monitoring and measurements taken during the process to verify conformance with each requirement. All measurement results shall be recorded and made available to AMS agents upon request.
 - c. Identify all corrective actions to be taken if deviations from contractual and specification requirements occur during production, and all preventative actions to be taken to preclude a reoccurrence.
4. The offeror must provide past performance information, which demonstrates offeror's ability to produce and deliver a quality product in accordance with contract delivery terms. The information provided should include: (1) identification of the product, quantity (pounds), and price per pound for the product that has been sold for the year beginning January 1, 2003, and (2) recent and relevant contracts for the same or similar bison products and other references (including Contract Numbers, contacts with telephone numbers, volume of sales, prior product complaints and resolutions, previous late deliveries, and any other relevant information).
5. The offeror must provide documentation which demonstrates offeror's ability to provide product that is free of ferrous, non-ferrous, and stainless steel metal contaminants. The offeror's documentation must identify and adequately describe preventative measures, detection procedures, equipment, levels, frequency, and location of equipment. The offeror must also demonstrate to AMS how they will perform in-plant inspections to **ensure that the end item is free from metal contamination.**
6. Name and street address including zip code of (a) slaughter facility(s), (b) final processing point(s), and (c) shipping point(s). If the shipping point is the same as the processing point, state "Same."
7. Name of contact person, the mailing address, and telephone number of the office(s) to receive shipping and delivery instructions.
8. **Signature and title** of the person submitting the offer on behalf of the offeror. The person submitting the offer must be an officer or representative authorized to sign as evidenced by the SF-129 filed with the Contracting Officer.

Part 2.--Cost Proposal

When determining the price per pound for each item of the proposal, the offeror needs to address all the requirements stated in the Statement of Work dated June 2004.

Cost Proposal must include the following:

1. Identify submission as an offer in response to LS-115 and offeror's Technical Proposal. STATE: Cost Proposal offer under Announcement LS-115.
2. Name and complete address and zip code of offeror (include both street and mailing address if different), and return FAX number.

NOTE: If more than one return FAX number is listed, the first one will be used for any acceptance wires.

3. A statement that the offer is made subject to Announcement LS-115; Appendix-1; Exhibit A dated May 2003; TDS for Frozen Lean Ground Buffalo dated May 2003 and Amendment 2 dated June 2004; Company's Technical and Cost Proposal; and USDA-1 Revision 2, including Part E, and Amendments 1, 2, 3, and 4, and the Federal Acquisition Regulations at 48 C.F.R. Part 1 et seq.

NOTE: If documents are subsequently amended, offers must reference such amendments. Processing of USDA contracted bison is a service contract; offers made under this Announcement include Part E of USDA-1 except for Articles excluded in Section V.

4. Maximum quantity both in number of delivery units and equivalent number of pounds by product type that can be processed in a 4 week period and shipped during a 2 week shipping period. Also, state the maximum number of bison that the slaughter facility can process daily or weekly.
5. Offer prices shall be broken down in the following areas:

Ground Buffalo:

- a. Fee associated with the slaughter of the USDA contracted bison on a per pound basis;
- b. Price per pound for boning and packaging the bison carcass in preparation for further processing;

Notes: Offer prices for the slaughter and boning processes can be submitted as one price per pound if both processes are conducted at same facility.

USDA contracted bison are defined as bison purchased from Native Americans and Native American-owned cooperatives under contract with USDA that have passed all ante and post-mortem inspections.

- c. Price per pound for processing (grinding) the USDA contracted boneless bison to meet specification requirements.
- d. Price per pound for packaging, packing, freezing, and certification cost associated with final preparation for delivery;
- e. Transportation cost per pound for delivery to destinations specified in table below.

Destinations	Estimated Quantity (Pounds)	Shipping Period
1. Albuquerque, NM	40,000 (No Pallet Exchange Program)	August 16-30, 2004
2. Carthage, MO	40,000	
3. Kansas City, KS	40,000	
4. Carthage, MO	40,000	September 16-30, 2004
5. Kansas City, KS	40,000	
6. Albuquerque, NM	40,000 (No Pallet Exchange Program)	October 16-31, 2004
7. Kansas City, KS	40,000	
8. Kansas City, KS	40,000	November 16-31, 2004

- f. Total price per pound for the delivery of the ground buffalo to destinations stated above that the contractor will invoice for payment and as noted in the SOW page 4, i.e., **the total price per pound includes all steps listed in 5.a. through 5.e.**

Notes: Destinations and quantity stated above are estimates and are subject to adjustment based on offerings and changes in recipient needs and program operations.

The offeror must submit a proposal for all processing (from slaughter to freezing) for the entire RFP. An offer submitted for less than the service requested will not be considered.

Transportation of end products to the final destinations must be included in the Cost Proposal.

Offer price may be quoted up to four places to the right of the decimal point; any number past four decimal places will be dropped off.

6. Timely Performance Certification. Answer (a), (b), or (c) as appropriate.

(a) The offeror and any of its subcontractors (HAVE) shipped all product required under contracts or subcontracts with USDA that has a "Not-Later-Than" shipping date prior to this offer opening; OR

(b) The offeror and any of its subcontractors (HAVE NOT) shipped all product required under contracts with USDA that have "Not-Later-Than" shipping date prior to offer opening due to causes beyond their control and (HAVE) (HAVE NOT) notified the Contracting Officer; OR

(c) The offeror and any of its subcontractors currently (HAS) no contracts with USDA.

7. Solicitation Mailing List Application (SF-129) Certification.

The offeror (DOES) (DOES NOT) hereby certify that information previously submitted on SF-129 is accurate and is a part of this offer. The offeror also makes the certification of responsibility required by paragraph I. D. of Announcement LS-115.

8. Annual Representations, Certifications, and Warranties (Appendix-1).

(a) The offeror (DOES) (DOES NOT) certify that annual representations, certifications, and warranties dated _____ which are incorporated herein by reference as Appendix-1, have been submitted to the Contracting Officer issuing this solicitation and that Appendix-1 is current, accurate, and complete as of the date of this bid and are a part of this offer; and

(b) (HAS) (HAS NOT) submitted changes or additions to Appendix-1 with this offer.

NOTE: If Appendix-1 is subsequently amended, offeror must reference such amendment by date.

9. **Signature and title** of the person submitting the offer on behalf of the offeror. The person submitting the offer must be an officer or representative of the contractor authorized to sign an offer as evidenced by the SF-129 filed with the Contracting Officer.

NOTE: **Exhibits E and F** attached, show how technical and cost proposals may be submitted giving all essential details in the briefest possible manner using the above format.

III. EVALUATION OF FACTORS FOR AWARD

The USDA intends to select one contractor for the ground bison product. However, USDA reserves the right to award no contract at all, depending on the (1) Technical Proposal(s) submitted, (2) prices, (3) the availability of funds, and/or (4) the changing needs of the USDA

The Technical Proposal will be evaluated as stated below. Although price will not be mathematically scored, it will be a factor in the overall evaluation.

Award(s) will be made to the responsible offeror(s) whose proposal is determined, through the evaluation process to represent the best value to USDA, price, and other factors considered. Technical merit will be considered significantly more important than cost.

Evaluation Factors for **Technical Proposal**

FACTOR/SUBFACTORS	WEIGHT/POINTS
1. Production Capability and Capacity	70
• Slaughter/Boning	25
• Grinding/Dicing	20
• Packaging	10
• Freezing	5
• Delivery	10
2. Quality Assurance Program	75
a. Documentation of Quality Control Program	
• Plan to Assure Product is Free of Metal Contamination	20
• Traceability of Product	20
• Recall Procedures	5
• Product Testing	5
b. Application and Management of Quality Control Program	
• Forms used	5
• Records Maintained	5
• Equipment Testing	10
• Delivery of Product	5
3. Past Performance	25
• Customer Satisfaction	10
• Quantity Sold	5
• Delivery of Product	5
• Complaint Resolution	5

IV. ACCEPTANCE OF OFFERS

The USDA will award contract(s) to the offeror(s) whose offer presents the best value and conforms to the RFP and specification requirements. USDA requires a minimum acceptance period of 21 calendar days from the receipt of offers. Acceptance of offers will be made by FAX, filed at Washington, D.C., not later than midnight, Washington, D.C. time, July 9, 2004. The official time of award is the date and time stamped on the contract faxed from the AMS, LS, CP Branch. Transmission of the contract is the official notice that the contract has been awarded. A notice of award will also be issued in the form of a Food Purchase Report (FPR) posted at the Department's Office of Information,

News Division, after 1:00 p.m., **Central time** on the day of acceptance. Information on awards will be available by telephone to offerors and interested parties promptly following the posting of the FPR or electronically through the **Livestock and Seed Program, USDA, AMS Commodity Procurement Home Page** (see Notice attached). Inquiries may also be made to a USDA, AMS Market News office or the Contracting Officer.

Failure to accept an offer by AMS will constitute rejection. Filing of the acceptance wire as specified above will result in a binding contract without further action by either party. The actual time of award described herein deviates from 48 C.F.R. 14.408-1.

V. OPTION TO EXTEND THE TERMS OF THE CONTRACT AND PERIOD OF PERFORMANCE

The USDA reserves the right to conduct follow-on negotiations with the successful contractor(s) to extend the service beyond the timeframe of the contract. If USDA should, at some future time, need to procure live bison under contract with Native American producers or Native American-owned cooperatives, then USDA will conduct negotiations with the contractor(s) to extend as necessary the terms of the contract.

The option to extend the terms of the contract will be for the period outlined in the following table:

Fiscal Year	Period of Performance
2004	October 1, 2003 to September 30, 2004
2005	October 1, 2004 to September 30, 2005
2006	October 1, 2005 to September 30, 2006

VI. PROVISIONS OF CONTRACT

The contract consists of Announcement LS-115; Technical Data Supplement (TDS) for Frozen Lean Ground Buffalo dated May 2003 and Amendment 2 dated June 2004; Company's Technical and Cost Proposal, as approved by the Contracting Officer; applicable MGC and ARC Branch Instructions; Contractor's SF-129 and Appendix-1; the acceptance by USDA; USDA-1 including Part E; and any "wage determinations under the Service Contract Act;" and the Federal Acquisition Regulation, 48 CFR Part 1 et seq. (FAR). The following USDA-1 Articles are excluded: Articles 34, 50, 64(c), 85, and 95.

If the provisions of contract documents are not consistent, the following priority order will prevail: RFP, the acceptance by USDA, TDS for Frozen Lean Ground Buffalo dated May 2003 and Amendment 2, dated June 2004, offeror's Technical and Cost Proposal approved by the Contracting Officer, Appendix-1, USDA-1, and the FAR.

VII. PRODUCT SPECIFICATIONS, CERTIFICATION, AND AUDIT SERVICES

- A. Specifications for bison end products are identified in the Exhibit B Checklist. If documents are amended, the Exhibit B Checklist will be updated to include appropriate references.

AMS certification agents, under the direction of the Livestock and Seed Program, will perform all examinations and tests as required. The cost of all certification services performed by the AMS certification agents involving examinations, supervision, official documentation, and related services (including charges for fat content and microbial analyses) must be borne by the contractor.

AMS certification agents, under the direction of the Livestock and Seed (LS) Program, will perform product examination and condition of containers on boneless bison products prior to shipment of the product from the storage warehouse to contractor's processing facility. AMS certification agents will also issue an Agricultural Acceptance Certificate for transferring the bison carcasses originating from Native Americans from the slaughter facility storage warehouse location to contractor's processing facility.

AMS auditors, under the direction of the LS Program, will perform audit services on the portions of the contractor's approved technical proposal that are not under the control of the AMS certification agent. The frequency of the audits will occur, at a minimum, once per month or when applicable, once per contract.

- B. Per diem and travel expenses--including travel time--involved in transporting the AMS certification agents from a duty point into the area of a contractor's or subcontractor's plant to be serviced will be paid by AMS. However, payment of these charges by USDA will only be made when the services rendered by an AMS certification agent are directly related to production for specific outstanding contracts. When the services of the AMS certification agent are performed for the account of a subcontractor, the serial contract number in which the product will be used must be declared to the AMS certification agent. Per diem and travel expenses will be prorated to the contractor for any official services performed by the AMS certification agent not related to acceptance of USDA-purchased commodities to which these provisions apply.

The cost of all audits required by the ARC Branch, including travel time and per diem expenses, must be borne by the contractor or subcontractor.

- C. All local travel and travel time will be charged to the contractor or subcontractor in accordance with the applicable MGC and ARC Branches' Instructions and regulations. The regular hourly fee rate and established fees for required laboratory analyses will be charged as applicable.
- D. Questions concerning AMS auditors should be discussed with the ARC Branch in Washington, D.C. at (202) 690-0406.

- E. Questions concerning charges and the availability of AMS certification agents should be discussed with the Office of Field Operations, Denver, Colorado (720) 497-2520.

The full cooperation of all contractors and subcontractors will be required in planning production and shipping schedules to permit maximum effective utilization of AMS certification agents and to minimize travel and per diem costs. Contractors or subcontractors will be expected to use AMS certification agents assigned on a full-time basis. In those instances where local operating conditions will not permit them to fully utilize the AMS certification agent's time each day and on successive days, contractors or subcontractors may be required to enter into a short-term commitment agreement in which they agree to pay for a minimum of 8 hours per day for a specified period of time.

VIII. LOSS DUE TO DETERIORATION OR SPOILAGE

A. USDA-Contracted Bison

The contractor shall be held liable for losses in accordance with Article 91 of USDA-1.

B. Processed End Product

The contractor shall be held liable for losses due to deterioration or spoilage for which he or she is responsible, which are discovered within 6 months of the date of delivery to USDA, in accordance with the provisions of Article 61 of USDA-1.

IX. INSPECTION AND CHECKLOADING

Inspection and checkloading as required by Articles 54 and 55 of USDA-1 must be performed by an AMS agent. The contractor will not ship the product before receipt of shipping instructions from Kansas City Commodity Office (KCCO) or before the product has been inspected by the AMS agent and found to meet contract specifications.

X. SHIPMENT--TRANSFER OF TITLE

A. Shipping Requirements

Shipment must be made in accordance with this Announcement, Articles 56 and 64(b) of USDA-1, and the applicable Notice-to-Deliver (Form KC-269) issued by KCCO. The contractor must closely follow delivery notification instructions contained in the Notice-to-Deliver (N/D). Such notification of delivery is vital to proper execution of shipment, particularly in cases of minimal transit time.

The contractor must notify State distributing agencies and consignees of shipment. For rail shipment, notification must be made on the day of shipment. For truck shipment, notification of the estimated arrival time should be made as far in advance of delivery as possible. In addition, for truck or piggy-back shipment, the contractor must request and keep scheduled appointments. **Unloading appointments for truck or piggy-back shipment must be requested from the consignee contact party(s) at least 24 hours in advance of delivery.** A copy of the original USDA Agricultural Products Acceptance

Certificate must accompany each shipment so that it will be easily available to the warehouseman or consignee (as applicable) upon arrival.

B. Tolerances

No tolerances will be allowed.

C. Early Shipment Request for Product

Requests for permission to ship in advance of the "Not-Earlier-Than" date given in the N/D must be made to KCCO and approval will be granted if consignee is willing to accept product early and the contractor arranges for the availability of an AMS agent to perform necessary checkloading and final acceptance duties and assures KCCO that certification arrangements have been made.

D. Transfer of Title

Title and risk of loss will pass to USDA on the date of receipt of the product at the destination specified in the contract, as evidenced by suitable dated documentation such as the **commercial bill of lading**, warehouse receipt, dock receipt, or other similar signed and dated document evidencing delivery. If the contractor has the product in storage and transfer of title is requested, title will pass to USDA as evidenced by the **commercial bill of lading after final certification of the shipping unit by an AMS agent**. The contractor is responsible for any shortage or damages as evidenced by the **commercial bill of lading, FNS-57 report**, or other commercial receipt evidencing delivery of product.

XI. LIQUIDATED DAMAGES

A. Compensation to Contractor

Liquidated damages for delay in shipment due to late mailing of the N/D by KCCO will be payable in accordance with Article 65 of USDA-1 and will be at the rate of 25 cents per hundredweight **net per calendar day**.

B. Compensation to USDA

Timely delivery is important to fulfill the nutritional and dietary needs of persons consuming frozen bison products under the Food Distribution Program for Indians on Reservations and for the efficient and proper administration of these programs. Liquidated damages for **delay in shipment** are payable at the rate of 25 cents per hundredweight for frozen bison products net per day in accordance with Article 67 of USDA-1. For purposes of assessing liquidated damages for **delay in shipment**, the date shown on the acceptance certificate is considered to be the date of shipment.

XII. QUANTITY DELIVERED AND BASIS OF SETTLEMENT

- A. In the event that USDA contracts for less live Native American produced bison than required to produce the quantity of the end item called for in the contract, settlement will be in accordance with Article 92 of USDA-1, except USDA will not be liable for any cost of containers and packaging materials used in the performance of the contract that can be used in other USDA procurement contracts.
- B. In the event that the USDA's contracted bison yield more frozen buffalo end products than required by the contract, the contractor will have the option to either:
 - 1. Process, package, and deliver the excess quantity in accordance with the specifications of the contract and at the price per pound specified in the contract; or
 - 2. Pay USDA for the excess quantity of frozen buffalo products at a fair market price per pound, as determined by USDA.
- C. In the event the USDA contracted bison yield less frozen buffalo end products than the 40,000 pounds required, the contractor will be paid on the actual quantity of end product delivered. If the contractor submits sufficient evidence that the yield loss was beyond the control and without the fault or negligence of the contractor and such loss resulted in greater cost per pound for processing the contract, USDA will adjust the processing contract price per pound on the final shipment under the contract to compensate for such loss.

XIII. INVOICES AND PAYMENT

A. Invoice Requirements

Invoicing and payment will be handled in accordance with Article 70 of USDA-1 except that a properly prepared invoice consists of the following:

- 1. Invoicing as provided for on the end product N/D (issued by KCCO);
- 2. Original USDA Agricultural Products Acceptance Certificate issued at time of shipment; and
- 3. Commercial Bill of Lading signed by the carrier's agent evidencing quantity shipped and date of shipment.

Any loss in transit will be determined by an Over, Short, or Damage Report (FNS-57) filed by recipient. KCMO will advise contractor of discrepancy and recover loss by setoff from future payments or process a claim.

Contractors performing under a destination shipping period contract are encouraged to instruct carriers to return bills of lading or other commercial receipts signed by recipient agents evidencing the date and quantity of product received to

avoid conflicts. If there is a conflict discovered after delivery, the Bill of Lading signed by the recipient representative will prevail unless the discrepancy is due to damage not discernable at time of delivery.

B. Invoice Mailing & Interest

1. The invoice package must be mailed or delivered to Kansas City Management Office (KCMO) at the address listed in Section XIII of the Announcement. The outside of the package should be marked:

**"Prompt Pay Provisions Apply--Meat Product
Attn: Vendor Invoice Payment Section."**

2. Interest will be paid in accordance with the provisions of the Prompt Payment Act, 31 U.S.C. 3901 et seq. if payment is made beyond the seventh day after the date of delivery. For payment purposes, the date of delivery will be the receipt date by KCMO of a properly prepared invoice.

C. Electronic Payment

USDA payments must be made directly to a financial banking institution. To receive payments electronically, complete the attached Form SF-3881, ACH Vendor Payment Enrollment Form and submit to the Kansas City Management Office, Commodity Financial Operations Division, Inventory Control Branch; Telephone (816) 926-6988 or access the form via the Internet at:

<https://pcsd.usda.gov:3076/finance/>.

USDA will no longer issue a paper copy of the disbursement statement. Please complete the attached address information form, which identifies payment disbursement statement address as well as other information needed.

XIV. INQUIRIES

Inquiries pertaining to this Solicitation and applicable documents should be directed to:

Contracting Officer
Livestock and Seed Program
USDA, AMS
Mail Stop 0253; Room 2610-S

1400 Independence Ave. S.W.
Washington, D.C. 20250

Telephone: (202) 720-2650.

Inquiries concerning **shipping instructions** should be directed to:

Director, Kansas City Commodity Office (KCCO)
Farm Service Agency
U.S. Department of Agriculture
P.O. Box 419205
Kansas City, MO 64141-6205
Telephone: (816) 926-6062

Inquiries concerning **payments** should be directed to:

Director, Kansas City Management Office (KCMO)
Farm Service Agency
U.S. Department of Agriculture
P.O. Box 419205
Kansas City, MO 64141-6205

Telephone: (816) 926-6205

/s/ William Sessions (6/16/04)
Acting Deputy Administrator
Livestock and Seed Program
Agricultural Marketing Service

Attachments

Statement of Work

June 2004

I. Scope

The Statement of Work (SOW) is for use under Announcement LS-115 to provide slaughter and/or processors (Offerors) with a description of the work that must be accomplished to produce lean ground buffalo for the Department of Agriculture's (USDA) distribution to participants in Federal food and nutrition programs.

The offeror(s) must produce ground buffalo products from live bison supplied by Native American producers and/or Native American-owned cooperatives that are under contract with USDA.

All costs associated with products that are ineligible for delivery due to noncompliance with specification or contractual requirements will be borne by the offeror (e.g., production lots exceeding microbial requirements, replacing crushed or torn shipping containers, and product contaminated with metal shot).

All facilities used in the slaughter, processing, or packaging of buffalo products must operate under the Voluntary Exotic Animal Inspection Program administered by the USDA's Food Safety and Inspection Service.

II. Statement of Work

The offeror is expected to perform the following services and work under the USDA awarded contract:

- A. Coordinate scheduling of work and processing activities with USDA, (i.e., delivery, slaughter, and processing).
- B. Process live bison owned by Native American (NA) producers and/or Native American-owned cooperatives that are under contract with USDA. This includes:
 - 1. Weigh and provide the incoming live weight (per lot basis) of the contracted bison;
 - 2. Slaughter of the bison (if slaughter cannot be completed on the same day of receipt of the bison, contractor must provide pen space, feed, and water to the bison);
 - 3. The return of heads, hides, and any edible internal organs to the NA producer/cooperative, if requested, that are approved for human consumption at no cost to the NA producer, cooperative, or USDA including proper storage to prevent spoilage of the items until claimed by the NA producer (not to exceed one week);
 - 4. Disposal of any carcasses or portions of carcasses condemned by FSIS in the slaughter process at no cost to USDA;
 - 5. Prompt payment to the USDA contracted Native American bison producer and/or cooperative, within 72 hours after all results of ante and post-mortem inspections conducted by FSIS for the bison carcass are deemed acceptable. The price per pound paid to a producer for the hot carcasses is based on the percent yield of the lot of delivered bison (total hot carcass weight divided by total live weight of the bison at time of delivery). The total paid to a producer will be the total hot carcass weight times the corresponding price per pound for the percent yield (see table below for applicable price per pound based on yield).

Price Per Pound Pay Scale (Hot Carcass Weight/Live Delivery Weight)

$\leq 53.0\%$	53.01 – 54.0%	54.01 – 55.0%	55.01% - 56.0%	56.01% - 57.0%	$> 57.0\%$
\$1.50	\$1.60	\$1.75	\$2.00	\$2.25	\$2.50

Note: The percent yield will be calculated to one place to the right of the decimal point.

The USDA contracted bison must pass all ante- and post-mortem inspections, which includes all FSIS laboratory testing, before payment can be made to the Native American producer and/or cooperative. The offeror will not assess any fees or discounts to the Native American producer and/or cooperative for the slaughter of their bison;

6. Invoicing USDA for reimbursement of the payment made to the Native American producer and/or cooperative for the contracted bison that were delivered, slaughtered, and passed ante and post-mortem inspection. The invoice package consists of the invoice and the following supporting documents and must be forwarded to the Contracting Officer:
 - a. Certification from Native American Producer and/or cooperative (See Certification form--Exhibit B, Attachment I).
 - b. Slaughter facilities kill record and identification of carcass (records that clearly show that the bison owned by the Native American producer and/or cooperative was slaughtered at this facility).
 - c. Scale ticket(s) for the bison carcass on which payment and yield was based.
 - d. Scale ticket(s) for the live bison on which payment and yield was based.
7. Process USDA contracted bison carcasses as follows:
 - a. Maintain identity of the bison carcasses while in carcass form and throughout the process.
 - b. Process the bison carcasses into boneless meat that complies with the Technical Data Supplement (TDS) for Frozen Lean Ground Buffalo, dated May 2003, and Amendment 2, dated June 2004, and approved technical proposal. This may include transportation of carcasses, cuts, or boneless meat between facilities.
 - c. Maintain carcasses, cuts, or boneless meat in accordance with the TDS for Frozen Lean Ground Buffalo, dated May 2003, and Amendment 2, dated June 2004, and approved technical proposal at all times. Boneless bison meat may be vacuum packaged and frozen to accumulate full truckload quantities.
 - d. Maintain all records associated with the processing, transportation, and storage to provide complete traceability of the product in case of a product recall.
8. Process boneless bison produced from USDA contracted bison into lean ground buffalo as follows:
 - a. Process the bison meat in accordance with the TDS for Frozen Lean Ground Buffalo, dated May 2003, and Amendment 2, dated June 2004, and approved technical proposal. This may include transportation of the boneless bison meat between facilities.
 - b. Produce ground buffalo that is free of ferrous, non-ferrous, and stainless steel metal contaminants.
 - c. Prepare the ground buffalo for delivery.
 - d. Deliver the ground buffalo based on the Notice to Deliver issued by KCCO.

III. Eligibility Requirements

- A. Offeror must submit the appropriate written document that conforms to the information that is stated in Announcement LS-115 II. E. What to Submit, Part 1.
1. The offeror must provide a detailed description of how they will comply and implement the requirements set forth in this Statement of Work and specification requirements. At a minimum, this plan should include description of the processing steps that they plan to implement to assure that all bison purchased by USDA meets all the requirements set forth in the Statement of Work dated June 2004 and the Technical Data Supplement (TDS) for Frozen Lean Ground Buffalo, dated May 2003, and Amendment 2, dated June 2004.
 2. Describe all the quality assurance methods used to verify conformance to all requirements. This will include the monitoring and measurements taken during the process to verify conformance with each requirement. All measurement results shall be recorded and made available to AMS.
 3. Identify all corrective actions to be taken if deviations from contractual and specification requirements occur during production, and all preventative actions to be taken to preclude a reoccurrence.
 4. Offeror must provide past performance information, which demonstrates offeror's ability to produce and deliver a quality product in accordance with contract delivery terms. The information provided should include: (1) identification and description of the product, quantity (pounds) and price per pound for product that has been sold for the year beginning January 1, 2003, (2) recent and relevant contracts (purchase orders) for the same or similar bison products, and (3) other references (including Contract Numbers, Purchase Orders, Contact Person with telephone numbers, volume of sales, prior product complaints and resolutions, previous late deliveries, and other relevant information.
 5. The offeror must provide documentation that demonstrates offeror's ability to provide product that is free of ferrous, non-ferrous, and stainless steel metal contaminates. The offeror's documentation must identify and adequately describe their preventative measures, detection procedure, equipment, levels, frequency, and location. The offeror must also demonstrate to AMS how they will check the product in-plant to **ensure that the end item is free from metal contamination.**
- B. Offeror must submit the appropriate written documents that conform to the information that is stated in Announcement LS-115 II. E., What to Submit, Part 2. When determining the price per pound for each item of the proposal, the offeror needs to address all segments of the requirements stated in the Statement of Work.

Transportation of end products to the final destinations must be included in the Cost Proposal (See Announcement LS-115, Section II.E. Part 2).

IV. Responsibility

An offeror must assure that the facilities used in the slaughter and production of the bison products meet the following requirements:

A. Slaughter Facility

Slaughter facilities must be operating under the Voluntary Exotic Animal Inspection Program of the Food Safety Inspection Service contained in Title 9 C.F.R. Subpart 352. The firm must also be approved under an AMS pre-award supplier capability assessment audit prior to slaughtering live bison for further processing under this Announcement. The slaughter facility must return to the Native American producer and/or cooperative, if requested by the producer and/or cooperative, the (1) hide, (2) head, and (3) edible portion of the viscera that has passed ante and post-mortem inspection (at no additional cost to the producer, cooperative, or USDA) including proper storage of the items to prevent spoilage, until claimed by the Native American producer (not to exceed one week). Firms must also comply with the provisions of FSIS Final Rule for Pathogen Reduction; Hazard Analysis and Critical Control (HACCP) Systems.

Slaughter facilities must also obtain a completed Producer Certification Form (Attachment I) from each USDA contracted bison producer. The Native American Bison producer and/or cooperative must certify that their bison (1) was owned by them for 6 months or longer, (2) is between 18 and 60 months of age and not less than 500 pounds live weight, (3) is U.S. produced as defined Part I.F. The slaughter facility must also obtain certification from the USDA contracted bison producer(s) that he/she is a member of one of the 562 Indian entities recognized by the Bureau of Indian Affairs in the Federal Register (Volume 67, Number 134, dated July 12, 2002). Cooperatives must document that all their members are from one of the 562 Indian entities recognized by the Bureau of Indian Affairs in the Federal Register (Volume 67, Number 134, dated July 12, 2002).

B. Processing Facility

A firm submitting an offer under this Announcement must meet the Federal standards for responsibility contained in Title 48 C.F.R. Subpart 9.1, USDA-1, this Announcement, and applicable invitations. Facilities to be used in fulfilling USDA contracts must be operating under the Voluntary Exotic Animal Inspection Program of the Food and Safety Inspection Service contained in Title 9 C.F.R. Subpart 352. The firm must also be approved under an AMS pre-award supplier capability assessment audit prior to submitting an offer under this Announcement. Firms must also comply with the provisions of FSIS Final Rule for Pathogen Reduction; Hazard Analysis and Critical Control (HACCP) Systems.

V. Delivery of Product

USDA expects products to be delivered during the following shipping periods. Prior to awarding a contract, USDA and offeror will establish a written production and delivery schedule that specifies the quantity to be delivered for the shipping periods below and the destinations. The written production and delivery schedule will become a part of the contract delivery terms. The

shipping periods and destinations are estimates and can be adjusted due to recipients needs, product availability, and funding considerations.

Ground Buffalo

Product Type	Destinations	Estimated Quantity (Pounds)	Shipping Period
Ground Buffalo	1. Albuquerque, NM	40,000 (No Pallet Exchange Program)	August 16-31, 2004
	2. Carthage, MO	40,000	
	3. Kansas City, KS	40,000	
Ground Buffalo	4. Carthage, MO	40,000	September 16-30, 2004
	5. Kansas City, KS	40,000	
Ground Buffalo	6. Albuquerque, NM	40,000 (No Pallet Exchange Program)	October 16-31, 2004
	7. Kansas City, KS	40,000	
Ground Buffalo	8. Kansas City, KS	40,000	November 16-31, 2004

**NATIVE AMERICAN OR NATIVE AMERICAN COOPERATIVE PRODUCED
USDA CONTRACTED BISON
PRODUCER CERTIFICATION FORM**

Owner's Name

Tribal Affiliation:

Cooperative Affiliation:
(If Applicable)

Address:

Telephone number:

Herd Location
(City/County/State)

I (Name of producer) do certify to the following:

That I am a member of one of the 562 Indian entities recognized by the Bureau of Indian Affairs in the Federal Register (Volume 67, Number 134, dated July 12, 2002) and

The bison contracted with USDA

- (1) was owned by the above for 6 months or longer,
- (2) is between 18 and 60 months of age and is not less than 500 pounds live weight, and
- (3) is U.S.-produced as defined below.

U.S.-produced means bison raised in the United States, its territories, possessions, Puerto Rico, or the Trust Territories of the Pacific Islands (hereinafter referred to as the United States). U.S.-produced does not include bison imported for direct slaughter.

Signature of Owner: _____ Date: _____

I certify that the information provided on this form is true and correct. Providing a false certification to the government is punishable by imprisonment, fines, and other penalties, including agency administrative action. All information provided herein is subject to verification by the Agricultural Marketing Service. The provision of criminal and civil fraud statutes that apply to this certification includes, but is not limited to, 18 USC 1001.



United States
Department of
Agriculture


Agricultural
Marketing
Service

Mail Stop 0253 Room 2610-S
Washington, DC
20250-0253

EXHIBIT B DATED JUNE 2004
PAGE 1 OF 1

CHECKLIST AND REFERENCES TO APPLICABLE BID AND CONTRACT PROVISIONS
ANNOUNCEMENT LS-115 FOR FROZEN BISON PRODUCTS

PRODUCT DESCRIPTION (SECTION I.A. GENERAL)				BID/CONTRACT PROVISIONS					
Product/ Commodity Box Code	Specifications Listed in Priority Order	Commodity Purchase Code	Packaging and Packing	Minimum Delivery Unit Size/Shipping Unit	Tolerance Section VIII. D	Shipping Period Section II.C.; IV and VIII	Federal/State Plants Section I. E. 1	Competition (See invitation)	Payment Section XII
Fine Ground Buffalo--2- pound package- -A635	Technical Data Supplement (TDS) for Frozen Lean Ground Buffalo, May 2003, and Amendment 2, date June 2004.	19-40-12	2- pound packages packed 40 lbs net weight (18.1 kg) per shipping container	40,000 lbs 1000 cases	No tolerances allowed	1 st half / 2 nd half shipping period	Federal Plants Only	Full & Open	Upon Shipment XII.A.

SOLICITATION MAILING LIST APPLICATION				1. TYPE OF APPLICATION <input checked="" type="checkbox"/> INITIAL <input type="checkbox"/> REVISION		2. DATE 4/26/01		OMB No.: 9000-0002 Expires: 10/31/97													
NOTE: Please complete all items on this form. Insert N/A in items not applicable. See reverse for instruction. Public reporting burden for this collection of information is estimated to average 18 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.																					
3. SUBMIT TO	a. FEDERAL AGENCY'S NAME USDA, AMS, Livestock and Seed Program				a. NAME Lakeshore Meat FI No. 7999 TIN No 9734565837																
	b. STREET ADDRESS Room 2610-South, P.O. Box 96456				b. STREET ADDRESS 1275 Corwith Avenue			c. COUNTY EI 197643													
	c. CITY Washington		d. STATE DC		e. ZIP CODE 20090-6456		d. CITY Calumet														
							e. STATE IL														
5. TYPE OF ORGANIZATION (Check one)					6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (If different than item 4)																
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> NON-PROFIT ORGANIZATION					a. STREET ADDRESS Same as #4																
<input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF: Illinois					b. COUNTY			c. CITY													
					d. STATE			e. ZIP CODE													
7. NAMES OF OFFICERS, OWNERS, OR PARTNERS																					
a. PRESIDENT George Coates				b. VICE PRESIDENT Martha Jersild			c. SECRETARY Robert Olson														
d. TREASURER Walter Schnaak				e. OWNERS OR PARTNERS Shareholders of the Corporation																	
8. AFFILIATES OF APPLICANT																					
NAME Broadview Foods, TIN No. XXXXXXXXXX FI No. 2121				LOCATION 7893 Dolton Ave., Highland, IL 67347			NATURE OF AFFILIATION Parent Company														
9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)																					
NAME				OFFICIAL CAPACITY			TELEPHONE NUMBER														
							AREA CODE NUMBER														
Edgar Kauffman				Sales Manager			611 796-1992														
Andrew Terrill				Production Manager			611 796-1992														
10. IDENTIFY EQUIPMENT, SUPPLIES, AND/OR SERVICES ON WHICH YOU DESIRE TO MAKE AN OFFER (See attached Federal Agency's supplemental listing and instruction, if any)																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Commodity</td> <td style="width: 20%;">Current Weekly Prod.</td> <td style="width: 20%;">Additional Capacity</td> <td style="width: 30%;">% available for USDA Contracts</td> </tr> <tr> <td>Ground Bison</td> <td>150,000</td> <td>50,000</td> <td>35%</td> </tr> <tr> <td>Bison Stew Meat</td> <td>75,000</td> <td>25,000</td> <td>15%</td> </tr> </table>										Commodity	Current Weekly Prod.	Additional Capacity	% available for USDA Contracts	Ground Bison	150,000	50,000	35%	Bison Stew Meat	75,000	25,000	15%
Commodity	Current Weekly Prod.	Additional Capacity	% available for USDA Contracts																		
Ground Bison	150,000	50,000	35%																		
Bison Stew Meat	75,000	25,000	15%																		
11a. SIZE OF BUSINESS (See definitions on reverse)				11b. AVERAGE NUMBER OF EMPLOYEES (including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS			11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS														
<input checked="" type="checkbox"/> SMALL BUSINESS (If checked, complete items 11b and 11c) <input type="checkbox"/> OTHER THAN SMALL BUSINESS				250			\$ 35,245,000.00														
12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses)				13. TYPE OF BUSINESS (See definitions on reverse)																	
<input type="checkbox"/> DISADVANTAGED BUSINESS <input type="checkbox"/> WOMAN-OWNED BUSINESS				<input checked="" type="checkbox"/> MANUFACTURER OR PRODUCER <input type="checkbox"/> CONSTRUCTION CONCERN <input type="checkbox"/> SURPLUS DEALER <input type="checkbox"/> SERVICE ESTABLISHMENT <input type="checkbox"/> RESEARCH AND DEVELOPMENT																	
14. DUNS NO. (If available) 02-78396				15. HOW LONG IN PRESENT BUSINESS? 68 years																	
16. FLOORSPACE (Square Feet/ft ²)																					
a. MANUFACTURING 44,000				b. WAREHOUSE 150,000 * See Below			17. NET WORTH														
							a. DATE December 31, 2000														
							b. AMOUNT \$ 8,538,432.95														
18. SECURITY CLEARANCE (If applicable, check highest clearance authorized)																					
FOR		TOP SECRET		SECRET		CONFIDENTIAL		c. NAMES OF AGENCIES GRANTING SECURITY CLEARANCES													
a. KEY PERSONNEL								d. DATES GRANTED													
b. PLANT ONLY																					
The information supplied herein (including all pages attached) is correct and neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any agency of the Federal Government from making offers for furnishing materials, supplies, or services to the Government or any agency thereof.																					
19a. NAME OF PERSON AUTHORIZED TO SIGN (Type or print) George Coates				20. SIGNATURE 			21. DATE SIGNED 04/26/01														
19b. TITLE OF PERSON AUTHORIZED TO SIGN (Type or print) President																					
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition not usable * Robertson Bonded Warehouse 834 Bellwood Avenue Irondale, IL 59571																					

 STANDARD FORM 129 (REV. 12-88)
 Prescribed by GSA - FAR (48 CFR) 53.214(e)

10. If additional space is needed, attach separate list of USDA commodities which you intend to offer.

EXHIBIT C

Page 2 of 2

INSTRUCTIONS

Persons or concerns wishing to be added to a particular agency's bidder's mailing list for supplies or services shall file this properly completed Solicitation Mailing List Application, together with such other lists as may be attached to this application form, with each procurement office of the Federal agency with which they desire to do business. If a Federal agency has attached a Supplemental Commodity list with instructions, complete the application as instructed. Otherwise, identify in Item 10 the equipment, supplies, and/or services on which you desire to bid. (Provide Federal Supply Class or Standard Industrial Classification codes, if available.) The application shall be submitted and signed by the principal as distinguished from an agent, however constituted.

After placement on the bidder's mailing list of an agency, your failure to respond (submission of bid, or notice in writing, that you are unable to bid on that particular transaction but wish to remain on the active bidder's mailing list for that particular item) to solicitations will be understood by the agency to indicate lack of interest and concurrence in the removal of your name from the purchasing activity's solicitation mailing for items concerned.

SIZE OF BUSINESS DEFINITIONS (See Item 11A.)

a. Small business concern - A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is competing for Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or the other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

b. Affiliates - Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated and whether or not affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationship. (See Items 8 and 11A.)

c. Number of employees - (Item 11B) In connection with the determination of small business status, "number of employees" means the average employment of any concern, including the employees of its domestic and foreign affiliates, based on the number of persons employed on a full-time, part-time, temporary or other basis during each of the pay periods of the preceding 12 months. If a concern has not been in existence for 12 months, "number of employees" means the average employment of such concern and its affiliates during the period that such concern has been in existence based on the number of persons employed during each of the pay periods of the period that such concern has been in business.

TYPE OF OWNERSHIP DEFINITIONS (See Item 12.)

a. "Disadvantaged business concern" - means any business concern (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals.

b. "Women-owned business" - means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

TYPE OF BUSINESS DEFINITIONS (See Item 13.)

a. "Manufacturer or producer" - means a person (or concern) owning, operating, or maintaining a store, warehouse, or other establishment that produces, on the premises, the materials, supplies, articles or equipment of the general character of those listed in Item 10, or in the Federal Agency's Supplemental Commodity List, if attached.

b. "Service establishment" - means a concern (or person) which owns, operates, or maintains any type of business which is principally engaged in the furnishing of nonpersonal services, such as (but not limited to) repairing, cleaning, redecorating, or rental of personal property, including the furnishing of necessary repair parts or other supplies as a part of the services performed.

- **COMMERCE BUSINESS DAILY** - The Commerce Business Daily, published by the Department of Commerce, contains information concerning proposed procurements, sales, and contract awards. For further information concerning this publication, contact your local Commerce Field Office.

ANNOUNCEMENT LS-115

EXHIBIT D

Department of Labor Wage Determination & Fringe Benefits
See Paragraph I.D.4. Responsibility of Offeror

Processing Point			Wage Determination— Food Service Worker (Food Processing)	Fringe Benefits		
City	State	County Name		Health & Welfare	Vacation	Holidays
Merced	CA	Merced	\$8.65	2.36/hr or 94.40/wk or 409.07/mo	2 wks after 1 yr; 3 wks after 5 yrs; 4 wks after 15 yrs	Minimum 10 paid holidays 1/
Denver	CO	Arapahoe	\$10.20	2.59/hr or 103.60/wk or 448.93/mo	2 wks after 1 yr; 3 wks after 5 yrs; 4 wks after 15 yrs	Minimum 10 paid holidays 1/
Statewide	ID	Statewide	\$7.95	2.59/hr or 103.60/wk or 448.93/mo	2 wks after 1 yr; 3 wks after 5 yrs; 4 wks after 15 yrs	Minimum 10 paid holidays 1/
Omaha	NE	Douglas	\$8.17	2.59/hr or 103.60/wk or 448.93/mo	2 wks after 1 yr; 3 wks after 8 yrs; 4 wks after 15 yrs; 5 wks after 20 yrs	Minimum 10 paid holidays 1/
Rushville	NE	Sheridan	\$7.62	2.36/hr or 94.40/wk or 409.07/mo	2 wks after 1 yr; 3 wks after 10 yrs; 4 wks after 15 yrs;	Minimum 10 paid holidays 1/
Statewide	ND	Statewide	\$8.09	2.59/hr or 103.60/wk or 448.93/mo	2 wks after 1 yr; 3 wks after 5 yrs; 4 wks after 15 yrs; 5 wks after 25 yrs	Minimum 10 paid holidays 1/
Bridege Water	SD	McCook	\$8.19	2.59/hr or 103.60/wk or 448.93/mo	2 wks after 1 yr; 3 wks after 10 yrs; 4 wks after 15 yrs;	Minimum 10 paid holidays 1/
Hopkins	MN	Hennepin	\$9.93	2.59/hr or 103.60/wk or 448.93/mo	2 wks after 1 yr; 3 wks after 5 yrs; 4 wks after 15 yrs;	Minimum 10 paid holidays 1/

1/ Ten Holidays include: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

ANNOUNCEMENT LS-115**EXHIBIT E**

**SAMPLE OFFER WIRE OR LETTER
Part 1-TECHNICAL PROPOSAL
(Buffalo)**

The following example shows how offer wires or letters may be submitted giving all essential details in the briefest possible manner. Basic to this procedure is a number identification with each line item of information required in the offer.

Address to: Contracting Officer, Livestock and Seed Division
USDA, AMS, Room 2610-South
STOP 0253 Room 2610-S
1400 Independence Ave. S.W.
Washington, D.C. 20250

1. Technical Proposal for Announcement LS-115
- 2) John Jones Packing Co. FAX No. 302-457-3215
22 Main Street TELEEX No. 348-112
(P.O. Box 123)
Berwyn, Maine 55507
3. Description of the Processing Steps, Quality Assurance measures, and Preventative and Corrective actions taken.
4. Past Performance Information

Identification of Product	Quantity (Pounds)	Price per Pound	Recent Contracts, Purchase Orders	Contact Person	Phone Number	Volume of Sales	Delivery Information	Complaints	Resolutions
---------------------------	-------------------	-----------------	-----------------------------------	----------------	--------------	-----------------	----------------------	------------	-------------

5. Description of procedures to assure product is free of metal contamination (stainless steel, ferrous, and non-ferrous).
6. (a) Jones' Slaughter Facility (b) Jone's Processing Plant (c) Same
224 Main Street 226 Main Street
Berwyn, Maine 55501 Berwyn, Maine 55501
Telephone 705/342-1212 Telephone 705/342-1313
7. Bill Jones
Jones Processing Plant
226 Main Street
Berwyn, Maine 55501
705/342-1313

8. George Coates, President¹

¹ Must be an officer or representative authorized to sign offers on the current SF-129 filed with the Contracting Officer. Offers submitted by FAX, mail, or hand delivered must be signed.

ANNOUNCEMENT LS-115**EXHIBIT F**

SAMPLE OFFER WIRE OR LETTER
Part 2-COST PROPOSAL
(Buffalo)

The following example shows how offer wires or letters may be submitted giving all essential details in the briefest possible manner. Basic to this procedure is a number identification with each line item of information required in the offer.

Address to: Contracting Officer, Livestock and Seed Division
 USDA, AMS, Room 2610-South
 STOP 0253 Room 2610-S
 1400 Independence Ave. S.W.
 Washington, D.C. 20250

1. Cost Proposal for Announcement LS-115
2. John Jones Packing Co. FAX No. 302-457-3215
 22 Main Street TELEX No. 348-112
 (P.O. Box 123)
 Berwyn, Maine 55507
3. The offer is made subject to Announcement LS-115; Appendix-1; Exhibit A, dated June 2004; Technical Data Supplement (TDS) for Frozen Lean Ground Buffalo dated May 2003 and Amendment 2, date June 2004; Company's Technical and Cost Proposal; and USDA-1 Revision 2, and Amendments 1 (October 1990), 2 (November 1990), 3, and 4¹.
4. Maximum quantity both in number of offer units and equivalent number of pounds that can be processed and shipped during each two week delivery period.
 Maximum number of head that the slaughter facility is capable of processing in a day/week.
5. Cost Proposal

Ground Buffalo

Destination	a. Slaughter Fee (per pound)	b. Price per pound for Boning & Packaging of USDA owned bison carcass meat	c. Price per pound for processing (grinding)	d. Price per pound for Packaging/Packing, Freezing, Certification	e. Transportation cost for delivery to destination	f. Total Price per pound to be invoiced.
1.	\$.50	\$1.00	\$.40	\$.25	\$.035	\$2.185 per pound
2.	\$.50	\$1.00	\$.40	\$.25	\$.040	\$2.190 per pound
3.	\$.50	\$1.00	\$.40	\$.25	\$.040	\$2.190 per pound
4.	\$.50	\$1.00	\$.40	\$.25	\$.045	\$2.195 per pound
5.	\$.50	\$1.00	\$.40	\$.25	\$.035	\$2.185 per pound
6.	\$.50	\$1.00	\$.40	\$.25	\$.045	\$2.195 per pound

6. c. HAS
7. DOES
8. a. DOES , dated May 1, 2004, as amended June 1, 2004
 b. HAS NOT
9. George Coates, President²

1 If either the Announcement, RFP, Supplement, TDS for Frozen Lean Ground Buffalo dated May 2003 and Amendment 2 date June 2004, Appendix-1, or USDA-1 is subsequently amended, show appropriate amendment numbers.

2 Must be an officer or representative authorized to sign offers on the current SF-129 filed with the Contracting Officer. Offers submitted by facsimile (telecopier), mail, or hand delivered must be signed.



United States
Department of
Agriculture

Agricultural
Marketing
Service

STOP 0253-Room 2610-S
1400 Independence Ave. S.W.
Washington, D.C. 20250

AGRICULTURAL MARKETING SERVICE
FOOD PURCHASE INFORMATION ON THE INTERNET

Suppliers and Recipients of Food Products purchased by the Department of Agriculture's Agricultural Marketing Service (AMS), an agency in the Marketing and Regulatory mission area, can access information on purchases and offers via the Internet.

FOR QUICK ACCESS TYPE THE ADDRESS DESIRED IN THE LOCATION BOX:

USDA HOME PAGE:

<http://www.usda.gov>

AMS HOME PAGE:

<http://www.ams.usda.gov>

AMS COMMODITY PROCUREMENT HOME PAGE:

<http://www.ams.usda.gov/cp>

AMS LIVESTOCK AND SEED PROGRAM COMMODITY PROCUREMENT BRANCH
HOME PAGE

<http://www.ams.gov/lscp>

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056
Expiration Date 01/31/2000

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY: United States Department of Agriculture - Commodity Credit Corporation			
AGENCY IDENTIFIER: USDA-FSA-KCMO	AGENCY LOCATION CODE (ALC): 0000-4992-2	ACH FORMAT: DO NOT COMPLETE THIS BLOCK! <input type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP	
ADDRESS: Attn: ACH Disbursements P. O. Box 419205 Kansas City, Missouri 64141-6205			
CONTACT PERSON NAME: Bob Glenn		TELEPHONE NUMBER: (816) 926-6988	
ADDITIONAL INFORMATION: FAX Number: 816-823-1364			

PAYEE/COMPANY INFORMATION

NAME:	SSN NO. OR TAXPAYER ID NO.:
MAILING ADDRESS:	ENTITY/MASTER-CONTRACT CODE (If known) (Attach sheet if more space needed):
DISBURSEMENT STATEMENT MAILING ADDRESS (If different from above):	
CONTACT PERSON NAME:	TELEPHONE NUMBER: ()
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:	

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ()
NINE-DIGIT ROUTING TRANSIT NUMBER _ _ _ _ _	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL (Could be the same as ACH Coordinator):	TELEPHONE NUMBER: ()

INSTRUCTIONS FOR COMPLETING SF-3881 FORM

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

BURDEN ESTIMATE STATEMENT

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.



United States
Department of
Agriculture

Agricultural
Marketing
Service

Stop 0253, Room 2610-S
Washington, DC
20250-0253

June 2004

ADDRESS INFORMATION FOR AMS COMMODITY PURCHASE PROGRAM

Vendor Name and Address: Contracts will be awarded and mailed to address provided.	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Fed. Meat Insp. Est. No. Or State Insp. No. as appropriate:	
	Phone:	Fax:
Payment Disbursement Statement address: Payments to Vendors must be made electronically. To set up electronic transfer, contact the Kansas City Mgmt. Office (816/926-6988) <input type="checkbox"/> ACH <input type="checkbox"/> In Process	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	
	Taxpayer Identification No. (TIN #)	
Plant Address: If Vendor address is same for plant, write "Same". If multiple plants, attach additional pages.	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	
Plant's Shipping Point Address: If Plant address is same for shipping, write "Same". If multiple shipping points, attach additional pages.	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	
Notice to Deliver Address:	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	

Signature & Title (Authorized Company Representative)

Date

PLEASE RETURN THIS FORM PRIOR TO SUBMITTING A BID

Send by FAX to Contracting Officer, Livestock & Seed Program, AMS, USDA; 202/720-9538.

SOLICITATION MAILING LIST APPLICATION				1. TYPE OF APPLICATION		2. DATE		OMB No.: 9000-0002 Expires: 10/31/97	
				<input type="checkbox"/> INITIAL <input type="checkbox"/> REVISION					
NOTE: Please complete all items on this form. Insert N/A in items not applicable. See reverse for instruction. Public reporting burden for this collection of information is estimated to average .58 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.									
3. SUBMIT TO	a. FEDERAL AGENCY'S NAME			4. APPLICANT		a. NAME FI Est. #			
	b. STREET ADDRESS					b. STREET ADDRESS		c. COUNTY	
	c. CITY	d. STATE	e. ZIP CODE			d. CITY		e. STATE	e. ZIP CODE
5. TYPE OF ORGANIZATION (Check one)					6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (If different than item 4)				
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> NON-PROFIT ORGANIZATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF:					a. STREET ADDRESS b. COUNTY c. CITY d. STATE e. ZIP CODE				
7. NAMES OF OFFICERS, OWNERS, OR PARTNERS									
a. PRESIDENT			b. VICE PRESIDENT			c. SECRETARY			
d. TREASURER			e. OWNERS OR PARTNERS						
8. AFFILIATES OF APPLICANT									
NAME			LOCATION			NATURE OF AFFILIATION			
9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)									
NAME			OFFICIAL CAPACITY			TELEPHONE NUMBER			
						AREA CODE		NUMBER	
10. IDENTIFY EQUIPMENT, SUPPLIES, AND/OR SERVICES ON WHICH YOU DESIRE TO MAKE AN OFFER (See attached Federal Agency's supplemental listing and instruction, if any)									
11a. SIZE OF BUSINESS (See definitions on reverse)			11b. AVERAGE NUMBER OF EMPLOYEES (including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS			11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS			
<input type="checkbox"/> SMALL BUSINESS (If checked, complete items 11B and 11C) <input type="checkbox"/> OTHER THAN SMALL BUSINESS						\$			
12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses)			13. TYPE OF BUSINESS (See definitions on reverse)						
<input type="checkbox"/> DISADVANTAGED BUSINESS <input type="checkbox"/> WOMAN-OWNED BUSINESS			<input type="checkbox"/> MANUFACTURER OR PRODUCER <input type="checkbox"/> CONSTRUCTION CONCERN <input type="checkbox"/> SURPLUS DEALER <input type="checkbox"/> SERVICE ESTABLISHMENT <input type="checkbox"/> RESEARCH AND DEVELOPMENT						
14. DUNS NO. (If available)			TIN #			15. HOW LONG IN PRESENT BUSINESS?			
16. FLOORSPACE (Square Feet/M ²)						17. NET WORTH			
a. MANUFACTURING			b. WAREHOUSE			a. DATE		b. AMOUNT	
								\$	
18. SECURITY CLEARANCE (If applicable, check highest clearance authorized)									
FOR		TOP SECRET	SECRET	CONFIDENTIAL	c. NAMES OF AGENCIES GRANTING SECURITY CLEARANCES			d. DATES GRANTED	
a. KEY PERSONNEL									
b. PLANT ONLY									
The information supplied herein (including all pages attached) is correct and neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any agency of the Federal Government from making offers for furnishing materials, supplies, or services to the Government or any agency thereof.									
19a. NAME OF PERSON AUTHORIZED TO SIGN (Type or print)					20. SIGNATURE			21. DATE SIGNED	
19b. TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)									

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

STANDARD FORM 129 (REV. 12-96)
Prescribed by GSA - FAR (48 CFR) 53.214(e)

INSTRUCTIONS

Persons or concerns wishing to be added to a particular agency's bidder's mailing list for supplies or services shall file this properly completed Solicitation Mailing List Application, together with such other lists as may be attached to this application form, with each procurement office of the Federal agency with which they desire to do business. If a Federal agency has attached a Supplemental Commodity list with instructions, complete the application as instructed. Otherwise, identify in Item 10 the equipment, supplies, and/or services on which you desire to bid. (Provide Federal Supply Class or Standard Industrial Classification codes, if available.) The application shall be submitted and signed by the principal as distinguished from an agent, however constituted.

After placement on the bidder's mailing list of an agency, your failure to respond (submission of bid, or notice in writing, that you are unable to bid on that particular transaction but wish to remain on the active bidder's mailing list for that particular item) to solicitations will be understood by the agency to indicate lack of interest and concurrence in the removal of your name from the purchasing activity's solicitation mailing for items concerned.

SIZE OF BUSINESS DEFINITIONS (See Item 11A.)

a. Small business concern - A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is competing for Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or the other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

b. Affiliates - Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated and whether or not affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationship. (See Items 8 and 11A.)

c. Number of employees - (Item 11B) In connection with the determination of small business status, "number of employees" means the average employment of any concern, including the employees of its domestic and foreign affiliates, based on the number of persons employed on a full-time, part-time, temporary or other basis during each of the pay periods of the preceding 12 months. If a concern has not been in existence for 12 months, "number of employees" means the average employment of such concern and its affiliates during the period that such concern has been in existence based on the number of persons employed during each of the pay periods of the period that such concern has been in business.

TYPE OF OWNERSHIP DEFINITIONS (See Item 12.)

a. "Disadvantaged business concern" - means any business concern (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals.

b. "Women-owned business" - means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

TYPE OF BUSINESS DEFINITIONS (See Item 13.)

a. "Manufacturer or producer" - means a person (or concern) owning, operating, or maintaining a store, warehouse, or other establishment that produces, on the premises, the materials, supplies, articles or equipment of the general character of those listed in Item 10, or in the Federal Agency's Supplemental Commodity List, if attached.

b. "Service establishment" - means a concern (or person) which owns, operates, or maintains any type of business which is principally engaged in the furnishing of nonpersonal services, such as (but not limited to) repairing, cleaning, redecorating, or rental of personal property, including the furnishing of necessary repair parts or other supplies as a part of the services performed.

- **COMMERCE BUSINESS DAILY** - The Commerce Business Daily, published by the Department of Commerce, contains information concerning proposed procurements, sales, and contract awards. For further information concerning this publication, contact your local Commerce Field Office.